



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Proposed Lease Agreement With Northern California Power Agency (NCPA) at White Slough Water Pollution Control Facility (STIG Project)

MEETING DATE: February 17, 1993

PREPARED BY: City Attorney

RECOMMENDED ACTION: Council consideration and possible approval of lease agreement with NCPA for location of a steam injected gas turbine at White Slough Water Pollution Control Facility.

BACKGROUND: As the City Council may be aware, negotiations have been going on for some time on a proposed lease agreement between the City and NCPA for location of a gas turbine at the White Slough plant as part of NCPA's electric generation capability. Attached is the proposed final draft, which NCPA has already approved.

The premises would total approximately 10 acres, broken into two 5-acre parcels. Initially, NCPA will be occupying only one parcel, but wanted the second for a possible future expansion. The rents will begin at \$1354 per month for the first parcel, going to \$2708 per month when the second parcel is utilized. The initial term of the lease agreement is for 50 years, with periodic rent adjustments and extension provisions included.

Under this arrangement, NCPA will actually own and operate the physical facilities, but the City will continue to own the ground. The City will also be a 39.5 percent participant in the project, meaning that Lodi intends to avail itself of a large portion of the plant's capacity.

Initial plans and environmental clearances have been completed. If this lease agreement is approved by the Council, construction would begin in the near future. A representative of the Public Works Department will be present at the February 17, 1993 Council meeting to answer technical questions.

Council approval is recommended.

FUNDING: Does not apply.

Respectfully submitted,

Bob McNatt  
City Attorney

APPROVED \_\_\_\_\_

THOMAS A. PETERSON  
City Manager



recycled paper

**GROUND LEASE**

by and between

**THE CITY OF LODI**

(Landlord)

and

**NORTHERN CALIFORNIA POWER AGENCY**

(Tenant)

## GROUND LEASE

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## GROUND LEASE

THIS LEASE, entered into this 17<sup>TH</sup> day of FEBRUARY, 1993, by and between the CITY OF LODI, a municipal corporation ("Landlord"), and NORTHERN CALIFORNIA POWER AGENCY ("Tenant").

1. Premises. Landlord leases to Tenant and Tenant leases from Landlord that real property in the City of Lodi, County of San Joaquin, California, described in Exhibit A attached hereto and made a part hereof. The premises leased to Tenant are referred to in this Lease as the "Leased Premises" or the "Premises."

2. Use. Tenant shall have the use of the Leased premises for the purpose of the construction, operation and maintenance of a gas turbine power generation plant and incidental ancillary uses (the "Project"), and for any other lawful purpose.

3. Term; Extension. The term of this Lease shall commence on January 1, 1993 ("Commencement Date"), and shall terminate, unless earlier terminated in accordance with the provisions of this Lease, on a date fifty (50) years from the Commencement Date. Tenant's right to exclusive possession shall commence on the Commencement Date. Tenant shall have the right to extend the term of this Lease on all the terms and conditions set forth herein for an additional period of fifty (50) years, to be exercised by written notice to Landlord during the last year of the initial term of this Lease.

4. Rent.

(A) Monthly Rent. Rent payments will begin on a monthly basis on the Commencement Date. Tenant shall pay to Landlord rent on or

before the first day of each calendar month during the term of this Lease, in advance. The monthly rent shall be ONE THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS (\$1,354) per month for one unit, TWO THOUSAND SEVEN HUNDRED EIGHT DOLLARS (\$2,708) per month for two units.

(B) Rental Adjustments. The rent shall not be adjusted for the first ten (10) years of the term. The rent may be adjusted on January 1 of the eleventh (11th) year and each tenth (10th) year thereafter. Following an adjustment, the rent will remain fixed for ten (10) years. The adjustment shall be based on market conditions and cannot exceed twenty-five percent (25%) of the then-current rent. Tenant and Landlord may each submit information to the other establishing the market conditions then in effect and the reason for any adjustment. Tenant and Landlord shall act in good faith and cooperate with one another in establishing any adjustment.

(C) Payments. All rent to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, and at such place or places as may be designated from time to time by Landlord.

5. Utilities. During the term of this Lease, Tenant agrees to pay all charges and expenses in connection with utility services and to protect Landlord and the Leased Premises from all such charges and expenses.

6. Repairs and Maintenance.

(A) At all times during the term of this Lease, Tenant shall, at its cost and expense, maintain the Leased Premises and all improvements thereon in good order and repair and safe condition, including but not limited to, fences and roadways predominantly used by Tenant. Tenant shall

keep Landlord apprised of the volume and nature of truck traffic upon the demised premises.

(B) Landlord shall not be obligated to make any changes, alterations, additions or repairs in, on or about the Leased Premises or any part hereof or any improvements installed thereon. Tenant waives all provisions of law that may impose a duty of repair on Landlord.

(C) Tenant shall indemnify and save harmless Landlord against all actions, claims and damages by reason of (1) Tenant's failure to perform the terms of this paragraph, or (2) Tenant's nonobservance or nonperformance of any law, ordinance or regulation applicable to the Leased Premises, and any liability or duty to repair imposed by the laws of California.

(D) Tenant agrees to construct a perimeter fence around the Leased Premises according to the attached specification.

7. Mechanic's Liens.

(A) Covenant Against Liens and Claims. Tenant shall not allow or permit to be enforced against the Leased Premises or any part thereof, any mechanic's, materialmen's, contractor's or subcontractor's liens arising from any claim growing out of work of any construction, repair, restoration, operation, replacement or improvement, or any other claim or demand no matter how the same may arise. Tenant shall pay or cause to be paid all of said liens, claims or demands before any lawsuit is brought to enforce them against the Leased Premises. Tenant agrees to indemnify and hold the Landlord and the Leased Premises free and harmless from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses incurred by Landlord in connection therewith.



(B) Tenant's Right to Contest Liens. Notwithstanding anything to the contrary set forth above, if Tenant shall in good faith contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the Leased Premises.

(C) Landlord Paying Claims. In the event Tenant shall fail to pay and discharge or cause to be paid and discharged, when due and payable, any tax, assessment or other charge upon or in connection with the Leased Premises, or any lien or claim for labor or material employed or used or any claim for damages arising out of the construction, repair, restoration, replacement, maintenance and use of the Leased Premises and any improvements thereon, or any judgment on any contested lien or claim, or any insurance premium or expense in connection with the Leased Premises and improvements, or any other claim, charge or demand which Tenant has agreed to pay or cause to be paid under the terms of this Lease, and if Tenant, after ten (10) business days' written notice from Landlord to do so shall fail to pay and discharge the same, or in the event Tenant contests such tax, assessment, claim or charge then Landlord may, at his option, pay any such tax, assessment, insurance expense, lien, claim, charge or demand, or settle or discharge any action therefor, or judgment thereon, and all costs, expenses and other sums incurred or paid by Landlord in connection with any of the foregoing shall be paid by Tenant to Landlord upon demand, together with interest thereon at Bank of America's prime rate from the date incurred or

paid. Any default in such repayment by Tenant shall constitute a breach of the covenants and conditions of this Lease.

8. Insurance and Indemnity.

(A) Landlord's Nonliability. Landlord shall not be liable for any loss, damage or injury of any kind to any person or property arising from any use of the Leased Premises, or any part thereof, or caused by any defect in any building, structure or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Tenant or any of its agents, employees, licensees or invitees, or by or from any accident on the Leased Premises or any fire or other casualty thereon, or occasioned by the failure of Tenant to maintain the Leased Premises and all improvements thereto in a safe condition, or arising from any other cause except where caused by the negligence of Landlord, its agents or employees.

(B) Indemnification of Landlord. Notwithstanding anything to the contrary contained in this Lease, and irrespective of any insurance carried by Tenant for the benefit of Landlord under the terms of this Lease, Tenant agrees to protect, indemnify and hold the Landlord and the Leased Premises harmless from any and all damages and liabilities at any time occasioned by or arising out of (1) any act, activity or omission of Tenant, or of anyone holding under Tenant, or (2) the occupancy or use of the Leased Premises or any part thereof, by or under Tenant, or (3) any state or condition of the Leased Premises or any part thereof.

(C) Liability Insurance. Tenant shall procure and maintain at all times during the term of this Lease, at its sole cost and expense, a policy or policies of commercial public liability insurance by the terms of which

Landlord and Tenant are named as insured and are indemnified against liability for damage or injury to property or person, including death, of any person entering upon or using the Leased Premises or any improvements thereon or any part thereof, with a combined single limit for bodily injury and property damage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000). Such public liability insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Landlord and shall contain a provision (provided such provisions are available without increased premium) that the Landlord, although named as an insured shall nevertheless be entitled to recover under that policy for any loss, injury or damage to the Landlord, its agents and employees or the property of such persons by reason of the negligence of Tenant. Tenant may at its option self-insure upon the foregoing terms.

(D) Certificate of Insurance. All policies of insurance procured and maintained by Tenant hereunder shall be issued by companies having not less than Best's A: Class X rating and shall be issued in the name of the Landlord and Tenant for the mutual and joint benefit and protection of the parties. Executed copies of all insurance policies or a certificate thereof shall contain a provision that not less than thirty (30) days' written notice shall be given to Landlord prior to the cancellation, reduction of coverage, expiration or any material change in any such policy.

(E) Failure to Provide Insurance. If Tenant fails or refuses to procure or to maintain insurance as required by this Lease or fails or refuses to furnish Landlord with required proof that the insurance has been procured and is in force and paid for, Landlord shall have the right at Landlord's

election, upon ten (10) days advance written notice, to procure and maintain such insurance. The premiums paid by Landlord shall be treated as added rent due from Tenant with interest at the Bank of America prime rate, to be paid within thirty (30) days of demand. Landlord shall give prompt notice of the payments of such premiums, stating the amounts paid and the names of the insurer or insurers.

(F) Waiver of Subrogation. The parties hereby release each other, and their respective representatives, from any claims for damage to any person or to the Premises and the improvements which may be located upon the Premises and to the fixtures, personal property, tenant's improvements and alterations of tenant in or on the Premises and the improvements which may be located upon the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties hereto and in force at the time of any such damage. Each party hereto shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy, provided obtaining such a waiver in each such policy is then available at a reasonable charge. Neither party hereto shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease.

9. Landlord's Covenants.

(A) Water Supply. Landlord shall make available to Tenant a minimum of 550,000 gallons per day of reclaimed water from the White Slough Treatment Plant.

(B) Discharge of Water. Landlord shall upon payment by Tenant of applicable connection fees, accept Tenant's domestic wastewater from the project into the White Slough Water Pollution Control Facility or other suitable treatment plant.

10. Repair and Restoration. If during the term of this Lease any building or improvement on the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Tenant may, at its sole cost and expense, repair or restore the same or may elect not to repair or restore. If Tenant elects not to repair or restore, this Lease shall terminate. Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of the Premises. Any monies received by Landlord as compensation for damage or loss to improvements installed by Tenant on the Premises shall be paid to Tenant and are hereby assigned to Tenant.

11. Assignment and Subletting. Tenant may not encumber, assign, sublease or otherwise transfer this Lease, or any right or interest hereunder, or in or to any of the improvements constructed or installed on the Leased Premises, in whole or in part, without the prior written consent of Landlord. Such consent shall not be withheld unreasonably.

12. Default. The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant:

- (A) Failure to pay an installment of rent or other sum;
- (B) Failure to pay any insurance premium, lien, claim, demand, judgment or other charge provided for in this Lease to be paid or caused to be paid by Tenant at the time and in the manner as provided in this Lease;

(C) Failure to maintain the Leased Premises or cause the same to be maintained as provided for in this Lease;

(D) Abandonment of the Leased Premises after completion of construction for a continuous period of one hundred twenty (120) days; or

(E) Failure to perform or breach of any other covenant, condition or restriction provided for in this Lease.

13. Remedies in Event of Default. Upon any default of Tenant, and in the event the said default is due to the failure of Tenant to make the payment of any installment of rent or other sum when due, and in the event Tenant shall fail to remedy such default within ten (10) days after written notice to do so, or upon any other default by Tenant, and in the event that Tenant shall fail to remedy such other default within thirty (30) days after written notice from Landlord so to do specifying the nature of such default, or if such default cannot be cured within thirty (30) days, Tenant has not commenced corrective action and prosecuted the same to completion with due diligence, or in the event that the default is of such a nature that it cannot be cured by any action of Tenant, then and in any of these events, in addition to any other remedy Landlord may have by operation of law, Landlord shall have the right but not the obligation without any further demand or notice to reenter the Leased Premises and eject all persons from the Leased Premises, using due process of law, and immediately terminate Tenant's right to possession of the Premises, and repossess the same by summary proceedings or other appropriate action, and Landlord shall thereupon be entitled to receive from Tenant all damages allowed by law.

14. Estoppel Certificates. Landlord and Tenant shall, respectively, at any time and from time to time upon not less than ten (10) days' prior written request by the other, deliver to the requesting party an executed and acknowledged statement in writing certifying:

(A) That this Lease is unmodified and in full force and effect (or if there has been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modifications);

(B) That to its knowledge the requesting party is not in default under this Lease (or if any such default exists, the specific nature and extent thereof);

(C) The date to which rent and other charges have been paid in advance, if any; and

(D) Such other information pertaining to this Lease as may reasonably be requested.

Each certificate delivered pursuant to this paragraph may be relied on by any prospective purchaser or transferee of the Leased Premises or of Landlord's or Tenant's interest hereunder or by any fee mortgagee of the Leased Premises or of Landlord's or Tenant's interest hereunder or by any assignee of any such mortgagee.

15. Ownership of Improvements. Title to any buildings, improvements or fixtures which may be placed on the Premises by Tenant shall remain in Tenant. Landlord agrees to subordinate all rights, if any, which Landlord may have in any of such improvements to the rights of Tenant. Tenant may remove the improvements at any time during the term

of this Lease. Any improvements remaining on the Premises after expiration or sooner termination of the Lease shall become the property of Landlord.

16. Miscellaneous.

(A) Attorneys' Fees. In the event any action is brought by Landlord to recover any rent due and unpaid hereunder or to recover possession of the Leased Premises, or in the event any action is brought by Landlord or Tenant against the other to enforce or for the breach of any of the terms, covenants or conditions contained in this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed by the Court, together with costs of suit therein incurred.

(B) Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Tenant under this Lease. The various rights and remedies reserved to Landlord herein including those not specifically described in this Lease shall be cumulative and, except as otherwise provided by California statutory law in force at the time of execution of this Lease, Landlord may pursue any or all of such rights and remedies whether at the same time or otherwise.

(C) Holding Over. If Tenant shall hold over the Leased Premises after the expiration of the term hereof with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and



obligations hereof, and Tenant hereby agrees to pay to Landlord the same rental as provided in this Lease; provided, however, that nothing herein contained shall be construed to give Tenant any rights to so hold over and to continue in possession of the Leased Premises after the expiration of the term hereof.

(D) Surrender at End of Term. Upon the end of the term of this Lease, as provided herein, or any extension thereof, or sooner termination of this Lease, Tenant shall surrender to Landlord all and singular the Leased Premises, together with all improvements as hereinabove provided, and all fixtures and equipment. Upon surrender of the Premises, Tenant shall, if directed by the Public Works Director, remove at its own expense any and all equipment remaining thereon.

(E) Lease Binding Upon Successors and Assigns. Subject to the limitations on assignment and subleasing, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and inure to the benefit of not only Landlord and Tenant, but each of their successors and assigns. Whenever in this Lease reference is made to either Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the successors and assigns and such parties the same as if in every case expressed.

(F) Inspection. Landlord reserves the right for Landlord and Landlord's agents and representatives to enter upon the Leased Premises at any reasonable time for the purpose of attending to Landlord's interest hereunder, and to inspect the Leased Premises.

(G) Relationship of Parties. The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and

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agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise, except as provided by the Phase 2 and Phase 3 combustion turbine project number 2 agreements.

(H) Time of the Essence. Time is expressly declared to be of the essence of this Lease.

(I) Memorandum of Lease. This Lease shall not be recorded, but the parties agree to execute and deliver a Memorandum of this Lease in recordable form, which Memorandum shall be recorded.

(J) Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord within five (5) days after written demand from Landlord to Tenant any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

(K) Number and Gender. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association. If there is more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several.

(L) Headings and Titles. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

(M) Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby,

and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid.

(N) Force Majeure. Except as to the payment of rent, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God, or the public enemy, action or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes, or lockouts or any other cause whether similar or dissimilar to the foregoing, which is beyond the control of such parties and any delay due to said causes or any of them shall not be deemed a breach of or default in the performances of this Lease.

(O) Disclaimer of Representation. Except as otherwise specifically provided herein, Landlord has made no representations or warranties to the Tenant concerning the Leased Premises, the present use thereof or the suitability for Tenant's intended use of the property. The foregoing disclaimer includes, without limitation, topography, climate, air, water, water rights, utilities, present and future zoning, soil, subsoil, drainage, access to public roads, proposed routes of roads, or extension thereof, or effect of any state or federal environmental protection laws or regulations. Tenant represents and warrants to Landlord that he and his representatives have made or will make their own independent inspection and investigation of the Leased Premises and Tenant, in entering into this Lease, is relying solely on such inspection and investigation. No patent or latent physical condition of Leased Premises, whether or not known or discovered, shall affect the rights of either party hereto. Any agreement, warranties or representations

not expressly contained herein shall in no way bind either Tenant or Landlord. Landlord and Tenant waive any right of rescission and all claims for damages by reason of any statement, representations, warranty, promise and agreement, if any, not contained in this Lease.

(P) Quiet Enjoyment. This Lease is subject and junior only to all existing easements, covenants, conditions and restrictions and other matters and encumbrances of record as of the date of this Lease. As long as Tenant is not in default of any provision of this Lease, Tenant shall have quiet enjoyment of the premises.

(Q) Termination. Tenant may terminate this Lease at any time upon six (6) months advance notice.

17. Payments and Notices. Any notice to be given or other document to be delivered by either party to the other party may be given by personal delivery or may be deposited in the United States mail in the State of California, duly registered or certified, with postage prepaid, and addressed to the party for whom intended as follows:

To Landlord: Thomas A. Peterson  
City Manager  
221 West Pine Street  
Lodi, CA 95240

To Tenant: Northern California Power Agency  
Attn: Assistant General Manager  
180 Cirby Way  
Roseville, CA 95678

Either party hereto may from time to time by written notice to the other party designate a different address which shall be substituted for the one specified above. If any notice or other document is sent by registered or

certified mail, as provided above, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof.

18. Right of First Refusal. Landlord shall not at any time during the term of this lease sell or convey or agree to sell or convey all or any portion of the Leased Premises without first having complied with the requirements of this Paragraph. If landlord shall desire to sell or convey all or any portion or portions of the Leased Premises, Landlord shall obtain from a third party a bona fide arms' length offer (the "Offer") and Landlord shall submit a written copy of the Offer to Tenant and shall give Tenant forty-five (45) days within which to elect to meet the Offer. If Tenant elects to meet the Offer, Tenant shall give Landlord written notice thereof and closing shall be held within forty-five (45) days thereafter, whereupon Landlord shall convey to Tenant all or any portion of the Leased Premises which are the subject of the Offer. At closing, Landlord shall deliver to Tenant a grant deed, sufficient to convey to Tenant fee simple title to the Premises free and clear of all liens, restrictions and encumbrances. Landlord shall pay all transfer taxes in connection with such conveyance. This right of first refusal shall continue as to any and all portions of the Leased Premises. In the event Tenant shall elect not to meet any Offer, Landlord may thereafter sell the portion or portions of the Leased Premises which are the subject of the Offer only to the party who made the Offer and only strictly in accordance with the terms thereof. To prevent Landlord from defeating the rights of Tenant hereunder, Landlord agrees that Landlord will at no time accept an offer to purchase all or any portion of the Leased Premises together with any other property of Landlord in contravention of Tenant's right to purchase the Premises.

19. Abandonment and Closure of Injection Wells. Upon termination of this lease, Tenant, at its sole expense, shall provide for the abandonment and closure of any and all injection wells utilized on site by Tenant. Such abandonment shall be done in compliance with all applicable state and federal laws and regulations and under the direction of the California Department of Oil and Gas.

This Ground Lease has been executed on the date first set forth, to become effective as provided for in paragraph 3 hereof.

LANDLORD:

CITY OF LODI, a municipal  
corporation

By Thomas A. Peterson  
THOMAS A. PETERSON

Its City Manager

Date: 2/22/93

TENANT:

NORTHERN CALIFORNIA POWER  
AGENCY

By James W. Whalen  
Its Assistant Gen. Mgr.  
Date: January 29, 1993

ATTEST:

Jennifer M. Perrin  
JENNIFER M. PERRIN  
City Clerk

Approved As To Form:

Bobby W. McNatt  
BOBBY W. McNATT  
City Attorney

## DESCRIPTION FOR LAND LEASE PURPOSES

A portion of the southeast quarter of Section 23 and the southwest quarter of Section 24, Township 3 North, Range 5 East, Mount Diablo Base and Meridian, being more particularly described as follows:

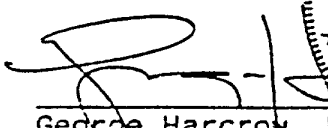
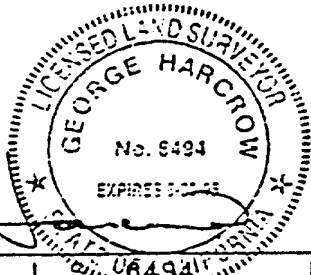
COMMENCING at the southwest corner of said Section 24; thence South  $89^{\circ}48'30''$  East along the south line of said Section 24, a distance of 154.09 feet, more or less, to a point on the east line of that strip of land granted as an easement to the Pacific Gas and Electric Company described in Deed dated September, 6, 1957, in Book 2013 of Official Records at Page 426, San Joaquin County Records and the POINT OF BEGINNING of this description; thence North  $23^{\circ}56'$  West along said east line, a distance of 533.43 feet; thence North  $68^{\circ}39'30''$  East, parallel with and 20.00 feet south of the center of the south levee of the White Slough Water Pollution Control Plant Skimming Ponds, a distance of 676.34 feet; thence South  $20^{\circ}58''$  East, a distance of 788.22 feet to the south line of said Section 24; thence North  $89^{\circ}48'30''$  West along said south line, a distance of 695.61 feet, more or less, to the point of beginning.

Contains 10.0 acres, more or less.

Also, the centerline of a 20.00 foot wide easement being more particularly described as follows:

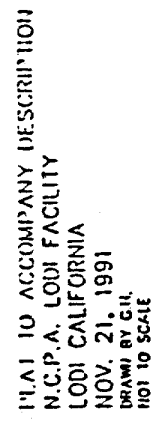
COMMENCING at the southwest corner of said Section 24; thence South  $89^{\circ}48'30''$  East along the south line of said section, a distance of 849.70 feet; thence North  $20^{\circ}58''$  West, a distance of 46.35 feet to a point on the center of a dirt access road and the POINT OF BEGINNING of this description, said point bears North  $89^{\circ}10'11''$  East, a distance of 28.66 feet from a monitoring well located in the southeast corner of above described land; thence South  $89^{\circ}46'53''$  East, a distance of 411.14 feet; thence along the arc of a curve concave to the north having a radius of 100.00 feet through a central angle of  $46^{\circ}26'20''$ , a distance of 81.05 feet; thence

North  $43^{\circ}46'4''$  East, a distance of 299.00 feet; thence along the arc of a curve concave to the west having a radius of 125.00 feet through a central angle  $64^{\circ}13'48''$ , a distance of 140.13 feet; thence North  $20^{\circ}27'01''$  West, a distance of 472.34 feet, more or less, to the center of the paved entrance road to the White Slough Water Pollution Control Plant.  
Contains .65 acres, more or less.

  
  
George Harcroy, L.S. No. 6494  
License Expires 6/30/95  
11-21-91  
Date

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room should be immediately adjacent to the boiler with a glass window (5 ft wide x 3 ft high). The operator should be able to view the unit simply by looking up from the control board. The Owner will require space for five 36 inch wide control panels at Ceres and three 36 inch wide control panels (1-SCADA panel, 1-C/R panel, and 1- spare) at Lodi. Phone system should include yard public address capability; Electrical Room (30 ft x 40 ft minimum dimensions) which will contain electrical switchgear, motor control centers, etc.; and the Turbine Area (Ceres Only) to house the turbine enclosure and the generator. All offices, lunch room, testing lab, electrical room, and tech shop shall be finished with vinyl floors, painted gypsum board walls and suspended acoustical ceilings. The restrooms and locker facilities shall be finished with ceramic floor tile, ceramic wall tile, and water resistant gypsum board ceilings. The lab countertop shall be black slate or stainless steel. All room finishes shall be in accordance with AIA standards and subject to approval by the Owner. All other areas not requiring finished surfaces shall have acoustical metal liner panel covering the insulation and building support steel. Acoustical insulation shall be used to prevent noise transmission to other areas.

3. Warehouse (30 ft x 60 ft minimum dimensions) for spare parts for the facility shall be included.

All pre-engineered buildings proposed shall be Star or Varco Pruden.

### 3.8.7 Site Fencing

The entire site shall be fenced with a eight foot high fence complete with extension arms with three rows of two-strand barbed wire projecting at an angle of approximately 45 deg extending outward. The fencing material shall be vinyl coated No. 9 gage good quality steel wire. The fabric shall have a uniform diamond mesh approximately 2 in between the parallel sides. Top and bottom selvages shall have a twisted and barbed finish.

The Contractor shall provide at the main entrance a motor-operated gate. The Contractor shall also provide an intercom system from the main gate to the control room and allow for remote operation of the main gate from the control room.

Fence posts, gates, and accessories, such as barbed and tension wire, ties, bands, clips, stretcher bars, post tops, post braces, and gate hinges, latches, stops, and keepers shall be in

accordance with Industrial Steel Specifications, or Fence-Posts, Gates, and Accessories of the Chain Link Fence Manufacturers Institute except as follows:

Intermediate posts shall be Type I or Type II round pipe.

Posts shall have holes suitable for the through passage of a top fence rail.

Bottom reinforcing wire shall be No. 7 gage galvanized steel wire.

Double gates shall have eccentric double locking type latches which engage strikes securely bolted to the gate frames at both top and bottom, and also engage a heavy malleable iron nonfreezing gate stop anchored in a concrete footing at the center of the double gate opening. Latches shall be readily locked with a padlock.

Hinges for swing gates shall allow gates to swing back parallel to the fence.

#### 3.8.8 Site Grading

The entire site shall be graded to maintain it at an elevation above the 100 year flood level. The current elevation of the Lodi site is 5-7 feet above sea level. The 100 year flood level is 8 feet above sea level. The Contractor is required to spoil all topsoil at the site, however, no fill material is available at the site. At Ceres (Turlock), the site is above the 100 year flood level, however, the adjacent land to the west of the site cannot be used as a spoil/borrow area.

The entire site shall be paved with a minimum of 2 inches of asphalt in the non-road areas.

Roadways on the site shall be designed in accordance with CALTRANS standards and guidelines.

The storm runoff from the site shall be collected, processed in an oil-water separator, and stored in a detention pond capable of holding a ten year storm.

The Contractor shall supply alternate pricing in its proposal for installing a gravel road from Crows Foot Landing to the project site. The easement is 20 feet wide and the length of the road will be 2306 feet. The Contractor shall assume two inches of roadway gravel upon a prepared base.

At the Lodi site, for the purposes of the proposal, the Contractor is to assume the site requires three feet of fill over the entire site above the current grade. In addition to the three feet of fill, the Contractor shall determine how much